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RECENT CASES

ANIMALS—INJURIES BY DOGS—LIABILITY.—ALEXANDER V. CROSBY, 119 N. W. 717 (IOWA).—*Held*, that one harboring a dog, knowing him to be vicious, is liable for the injuries committed by him as though he was the owner in possession.

The great preponderance of authority holds that any person keeping or harboring a mischievous or vicious animal, with knowledge of its propensities, does it at his peril. *Brent v. Kimbal*, 60 Ill. 211; *Woolf v. Chalker*, 31 Conn. 121. And permitting a dog to be on the premises constitutes a harboring or keeping, *Barrett v. Railroad*, 3 Allen 101 (Mass.); also the existence of a vicious nature in a dog is equivalent to an express notice of such nature. *Earl v. Van Alstine*, 8 Barb. 630 (N. Y.). But the courts are not in accord on this point. Some hold that vicious dogs are nuisances *per se*, while others hold the owner *prima facie* liable for injuries caused by them. *Brown v. Carpenter*, 26 Vt. 638; *Jones v. Carey*, 9 Houst. 214 (Del.). Still others hold the gist of the action to be negligence, *Fake v. Addicks*, 45 Minn. 37; thus, holding the owner liable only when he fails to exercise a degree of care commensurate to the danger which would follow if the animal escaped beyond his control. *De Gray v. Murray*, 69 N. J. L. 458.

BROKERS—COMPENSATION—SUFFICIENCY OF SERVICE OF BROKER.—BROWN V. ADAMS, 69 Atl. 601 (R. I.).—*Held*, that where a broker for an agreed commission was employed to sell certain real estate for a fixed price, but did not procure a purchaser at that price and the owner sold at a less price, the broker was not entitled to recover a commission, even though it appears that the purchaser to whom the sale was made was procured by him.

The general rule is that where the principal sells at a less sum than that for which the broker was authorized to sell, the latter is entitled to commissions on the amount realized. *Smith v. Anderson*, 2 Idaho 537. And this has been held where the buyer is one with whom the broker had been negotiating, but has not been introduced by him to his principal. *Williams v. Bishop*, 11 Colo. App. 378. It has been held, however, in accord with the principal case, that the broker must find a purchaser at the price for which he has been authorized to sell when a specific price has been fixed, before he can lawfully demand his compensation. *Satterthwaite v. Vreeland*, 3 Hun. (N. Y.) 152. And there is authority for the holding that when the price or limit is fixed it is equivalent to contracting to pay the plaintiff the commission agreed, when he effected a sale at that price. *Jacobs v. Kolff*, 2 Hilton 133 (N. Y.); *Williams v. McGraw*, 52 Mich. 480. But the majority of cases do not construe the contract for commission of sale for fixed price in this manner. *Spotswood v. Morris*, 10 Idaho 129; *Plant v. Thompson*, 42 Kan. 664.